

# **Terms and Conditions for Group Registrations**

#### **Definitions**

K.I.T. Group GmbH Association & Conference Management is the Professional Congress Organiser (PCO) of ESICM LIVES 2019, the 32<sup>nd</sup> Annual Congress of the European Society of Intensive Care Medicine, 28 Sept – 2 October 2019 in Berlin, Germany. The PCO supports the Congress Secretariat (hereafter referred to as the "congress organisers") and is responsible for registration services, hotel accommodation as well as exhibition management and is hereafter referred to as K.I.T. Group.

These Terms and Conditions are valid for each group registration and every person registered as part of a group (hereinafter referred to as "group member") to attend the 32<sup>nd</sup> Annual Congress of the European Society of Intensive Care Medicine, 28 Sept – 2 October 2019 in Berlin, Germany (hereafter referred to as the "Congress").

Group registration is only applicable to registration for more than 10 (ten) participants. The company requesting a group registration must nominate a group manager who will administrate the group booking. It is the sole responsibility of the group manager to distribute all relevant congress information to the group members.

If the maximum participant capacity is reached, the organisers reserve the right to refuse any registration.

#### **Special Group Registration Fees**

The following registration fees are offered to the groups registered for the Congress. These fees are available for one centralised group registered by one single company.

SPONSORS	All the time
ESICM Member	€ 460
Non-Member	€ 620

OTHER COMPANIES	Early Fee until 11 July 2019	Standard Fee from 12 July 2019 – end of the congress
ESICM Member	€ 460	€ 540
Non-Member	€ 620	€ 720

# **Congress Registration**

The deadline for group registration is 10 September 2019, 23:59 CET.

After the group registration deadline, registrations are only possible by sending an email to the ESICM Registration Department.

Only fully completed registration forms will be accepted. The registration will only be confirmed upon receipt of full payment from the group manager. The group manager must provide individual data for all group members (name, address, email address). To be eligible to register for the Congress, group members must be at least 18 years old. Group members may be asked to present an official identity card stating their age.



The registration fee includes entry to all Congress Sessions, the Exhibition Area, the Poster Area and the Opening Session. It does not include entry to the Master Classes. Master Classes can be booked separately. Participants interested in the NEXT Day or the Simulation Centre should contact the ESICM Registration Department (registration@esicm-congress.org).

There are no reduced or special rates for medical students, nurses, physiotherapists, allied healthcare professionals or non-members in training. The ESICM Registration Department cannot be held responsible for the double booking of an individual participant or group made by another company or organisation.

#### **ESICM Members Registration**

The reduced registration fee for members will be granted only to official members of the ESICM. Should the name/first name/email address of the group member be refused by the ESICM membership identification system, please ensure first that the membership fee is paid of the group member. The ESICM membership department remains at your disposal for any further clarification at <a href="members@esicm.org">members@esicm.org</a>. In case of a membership rejection, the non-member registration fee will apply.

Reminder: all ESICM membership fees must be paid through 2019 to benefit from the reduced ESICM member registration fee.

#### **Master Classes**

The ESICM Congress Committee reserves the right to cancel any of the Master Classes in case of insufficient number of participants. Group Members will be offered another course or be reimbursed. The decision will be emailed to the group manager.

# **Congress Material**

All congress materials will be handed out on-site. It is the responsibility of the group manager to inform the group members whether the name badge and the congress material is being picked-up and distributed by the group manager or has to be picked-up individually by each group member.

# **Registration Confirmation/Invoice**

A payment order will be sent by email to the group manager after the ESICM Registration Department has received the fully completed registration form. The payment for the group registration has to be transferred immediately upon receipt of the payment order. A final registration confirmation/invoice will be issued and sent to the group manager after the Congress.

# **Methods of Payment**

Payment is required at the time of registration. It should be made in EUR only, by bank transfer to:

K.I.T. Group GmbH

Commerzbank AG, Kurfürstendamm 237, 10719 Berlin, Germany

K.I.T. Group Account Number: 0 514 001 802 SWIFT-CODE: DRESDEFF100

IBAN: DE 2310 0800 0005 1400 1802

BLZ/Bank Sorting Code: 100 800 00

Reference: Registration no., Name of the group, ESICM 2019

Please note that all transfer costs must be prepaid by the transmitter. Cheques will not be accepted.



On-site registrations may be paid by credit card or cash (EUR only). Since 06 December 2012, cash payments are only allowed up to an amount of 999,99 EUR. To pay an amount of 1.000,00 EUR or higher it is necessary to pay by credit card.

#### **Letter of Invitation**

The group manager can require an official Letter of Invitation for one group member from the ESICM Registration Department (registration@esicm-congress.org). To receive a Letter of Invitation for some group members, the whole group must first be registered and the payment received. Letters of Invitation will not be sent after the group registration deadline.

The Letter of Invitation does not financially obligate the congress organisers in any way. All expenses incurred in relation to the Congress are the sole responsibility of the participant.

# **Visa Requirements**

It is the sole responsibility of the participant to take care of his/her visa requirements. Participants who require an entry visa must allow sufficient time for the application procedure. Participants should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

The congress organisers will not directly contact embassies and consulates on behalf of visa applicants.

The registration fee minus a handling fee of 50 EUR will be refunded after the Congress if the visa was applied for in time and an official proof of the embassy confirming that a visa could not be granted is forwarded to the ESICM Registration Department. The deadline to provide refund requests is 30 days after the Congress (1 November 2019).

## **Certificate of Attendance**

A Certificate of Attendance for regular delegates will be made available for download online after the congress per email. The email address of each group member is required for this service. The group member does not have access to his Certificate of Attendance if no email of the group member is provided.

#### **Registration Name Change**

Name changes must be made by using REACT Groups and should indicate the new name as well as the new contact details (address, fax, email).

No handling fee will be charged for the name changes until 10 September 2019, 23:59 CET. After this deadline, a handling fee of 15 EUR will be charged for every name change to an existing congress registration. All name changes must be carried out onsite after this date.

# **Lost Name Badge**

The name badge must be worn at all times during the Congress. Access to the congress facilities will not be granted without a proper name badge. If a group member loses, misplaces or forgets the name badge, a handling fee of 15 EUR will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.



# **Registration Cancellation Policy**

Should the pre-paid amount not be used in full during the pre-registration process, the remaining amount can be used for on-site registration. There will be no refund for paid but not used badges. Same applies for Master Classes, the NEXT Day and Simulation Centre bookings.

#### Refunds

Refund requests will be processed after the Congress only. They must be made in writing and sent to the ESICM Registration Department by email no later than 30 days after the Congress (1 November 2019). No refund request will be processed after this date.

Credit will not be given for unattended events or early termination of attendance.

#### **Modification of the Congress Programme**

The congress organisers reserve the right to modify the programme, which is published as an indication only.

# **Cancellation of the Congress**

In the event that the Congress cannot be held or is postponed due to events beyond the control of the congress organisers (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the congress organisers, the congress organisers cannot be held liable by attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Under these circumstances, the congress organisers reserve the right to either retain the entire registration fee and to use it for a future Congress, or to reimburse the attendee after deducting costs already incurred for the organisation of the Congress and which could not be recovered from third parties.

# Granting of rights for photography, film and audio material for event documentation and public reporting

The participant hereby declares their consent to the creation of image, film and audio recordings related to the Congress and that this material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram etc.) about the event without entitlement to remuneration. The participant explicitly gives their consent to the use of their images captured at the event for publications and communications relating to the event according to the effective law.

# **Data Protection and Processing of Credit Card Details**

When you register you will be asked to complete the online form providing your full name, address, email address and telephone number. The above collected information is required to process, book and complete your booking (including the sending of a confirmation email of the booking to you).

Should you choose to make a payment for additional bookings with credit card, your credit card details (i.e. credit card type and number, CVC code, expiration date, credit card holder name) will also be collected. All data will be saved and processed in compliance with the applicable data protection legislation.

In order to protect and safeguard the personal data provided to us, appropriate business systems and procedures have been implemented and are in full operation.



For example, credit card information is transmitted through a secure server protocol, which encrypts all personal and credit card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology. The TLS certificate for K.I.T. Group and all its subsidiaries has been issued by utn.usertrust.com.

Furthermore, security procedures and technical and physical restrictions for accessing and using personal information have been implemented and are in full operation. Only authorized personnel are permitted to access personal information for performing their duties in respect of the requested services.

The server and network of K.I.T. Group and all its subsidiaries are protected by firewalls against unauthorized access. Intrusion detection systems that monitor and detect unauthorized attempts to access or misuse of our servers are installed and in full operation.

Your credit card details will be kept by the ESICM Registration Department for up to three months after the end of the Conference.

#### **Data Protection and Sharing of Contact Details**

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilization of all personal data is executed by the ESICM Registration Department within the applicable guidelines of the effective German data protection regulations / European General Data Protection Regulation.

The ESICM Registration Department will collect and store all data for the preparation and execution of the 32<sup>nd</sup> Annual Congress of the European Society of Intensive Care Medicine. In addition, K.I.T Group and its subsidiaries periodically share contact details of attendees with third parties (e.g. industry companies) that may use these details to contact attendees regarding activities at the Conference or other communications which may be of interest.

Therefore data might be passed on to third parties (e.g. industry companies) unless otherwise explicitly indicated by the attendee. Your complete contact details will only be forwarded if:

- your explicit consent is given, or
- a third party has proven to the congress organisers that you have violated the rights of this third party and thus demands the disclosure of your data as long as your interests, fundamental rights and basic freedoms are not outweighed, which is required by the protection of your personal data, or
- the congress organisers are obliged to give out your data due to, for example, a court order or an official order.

As some conference exhibitors and/or satellite holders may use the Lead Capture Technology, attendees can use their name badge like a business card with them to communicate their complete contact details. In this case you decide to whom you provide your data. Please note that offering your badge to be scanned at an exhibition stand and/or at the entrance to a satellite symposium implies your acceptance that the respective company receives your complete contact details from the organisers and may contact you, using the data.



In case of data protection inquiries please contact the data protection official of K.I.T. Group and its subsidiaries by email datenschutz@messeberlin.de.

#### Liability

The conference organiser shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of the conference organiser - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this. The attendee shall take part in the Conference at his/her own risk. Oral agreements shall not be binding if these have not been confirmed in writing by the conference organiser.

#### **Fulfilment and Jurisdiction**

This contract is subject to the law of Belgium. The terms of this contract shall be fulfilled in Berlin, Germany and in the event of any legal claims arising from either party, Belgium shall be the sole court of jurisdiction.

# **Severability Clause**

If there is a determination of these Terms and Conditions to be ineffective or impracticable, then the validity of the Terms and Conditions remaining are not impaired. The parties are obligated to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

As of 01.03.2019

K.I.T. Group GmbH Kurfürstendamm 71 10709 Berlin Germany